



TOKIO MARINE
HCC

D&O Group
8 Forest Park Drive
Farmington, Connecticut 06032
main 860 674 1900 facsimile 860 676 1737

December 6, 2016

John Vanasco
Aon Risk Services Northeast, Inc.
199 Water Street, 32nd Floor
New York, NY 10038-3551

Re: Trump Organization, LLC, 725 Fifth Avenue , New York, NY 10022
Excess Directors & Officers Liability

Dear John:

Tokio Marine HCC - D&O Group is pleased to offer the following proposal on behalf of U.S. Specialty Insurance Company (New York Free Trade Zone) (Form USSIC 994 (04/2002)). U.S. Specialty Insurance Company is rated A++ (Superior) by A.M. Best and AA- (Very Strong) by Standard & Poor's.

1. **Limit of Liability (Inclusive of Defense Expenses):**
\$5,000,000 Limit of Liability excess of \$5,000,000 Underlying Limits.
2. **Endorsements:**
New York Amendatory Compliance with NY Law - NY9 (Ed. 11/00)
New York Amendatory Notice - NY10 (Ed. 11/00)
New York Amendatory Regulation 121 Dec Page Supplement - NY11 (Ed. 11/00)
New York Amendatory Regulation 121 App Supplement - NY12 (Ed. 11/00)
New York Amendatory Regulation 162 - NY13 (Ed. 11/00)
994-900 - Prior & Pending Litigation Exclusion (Ed. 07/01) (at inception)
80001 - Inverted Warranty Exclusion (Ed. 05/00) (at inception)
80016 - Terrorism Coverage (Ed. 01/15) (premium allocated: \$0 included in premium)
3. **Premium:** \$40,000.00 (New York Free Trade Zone)

Note: Policy Period from 12/6/2016 to 02/17/2017
4. **Commission:** 15%

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

2-13000

PX-596
Index No. 452564/2022 (AFE)

5. **Quote Expiration:** 12/6/2016

CONTINGENCIES:

Review of financials at renewal.

We reserve the right to modify our quotation if there is a material change in the risk between the date of this letter and the inception date of coverage or if the information on the application received contains information that was not provided prior to this quote.

It is your agency's/brokerage's responsibility to conform with the Laws and Regulations of the applicable jurisdiction (state of the insured), including, but not limited to holding the required license(s).

Sincerely,



Michael Holl
(860) 284-4616
mholl@tmhcc.com

**DISCLOSURE FOR POTENTIAL POLICYHOLDER:
NOTICE OF TERRORISM INSURANCE COVERAGE
AND OPTION TO PURCHASE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term “ act of terrorism” means any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for “acts of terrorism” shall expire at 12:00 midnight December 31, 2020, the date on which the Terrorism Risk Insurance Act is scheduled to terminate, or the expiry date of the policy, whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM, MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. **HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, INCLUDING BUT NOT LIMITED TO, AN EXCLUSION FOR NUCLEAR EVENTS. PLEASE READ IT CAREFULLY.** UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEEDS \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

THE ADDITIONAL PREMIUM TO PURCHASE TERRORISM COVERAGE IS 0% OF THE ANNUAL PREMIUM QUOTED, WHICH IS IN ADDITION TO THE PREMIUM WE HAVE QUOTED OTHERWISE.

THE POLICYHOLDER MUST SELECT ONE OF THE FOLLOWING OPTIONS, SIGN AND DATE THIS FORM IN THE SPACE PROVIDED BELOW, AND RETURN THIS FORM TO YOUR INSURANCE AGENT OR BROKER.

	I hereby elect to purchase coverage for certified acts of terrorism, as defined under the Act, for the premium stated above. (Please check the box to the left and initial here: _____.)
	I hereby reject this offer of coverage. I understand that an exclusion of terrorism losses will be made part of this policy. (Please check the box to the left and initial here: _____.)

Policyholder/Applicant: _____

Signature of Authorized Officer of Applicant: _____

Name and Title (printed): _____

Date: _____